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5 UNITED STATES DISTRICT COURT  
6 WESTERN DISTRICT OF WASHINGTON  
7 AT TACOMA

8 THE MOLD PROS FRANCHISING,  
9 INC.,

10 Plaintiff,

11 v.

12 MYCOSOLUTIONS, INC., et al.,

13 Defendants.

CASE NO. C19-5454 BHS

ORDER DENYING PLAINTIFF'S  
MOTION FOR A PRELIMINARY  
INJUNCTION AND GRANTING  
DEFENDANT'S MOTION FOR  
LEAVE TO SUPPLEMENT

14 This matter comes before the Court on Plaintiff The Mold Pros Franchising, Inc.'s,  
15 ("The Mold Pros") motion for preliminary injunction, Dkt. 17, and Defendant William  
16 Treinen's ("Treinen") motion for leave to file supplemental declaration, Dkt. 33. The  
17 Court has considered the pleadings filed in support of and in opposition to the motion and  
18 the remainder of the file and hereby denies The Mold Pros's motion and grants Treinen's  
19 motion for the reasons stated herein.

20 **I. PROCEDURAL HISTORY**

21 On May 22, 2019, The Mold Pros filed a complaint against Defendants  
22 MycoSolutions, Inc. ("MycoSolutions"), Treinen, and Marc Core ("Core") asserting

1 claims for breach of contract, declaratory judgment, unjust enrichment, unfair  
2 competition, misappropriation of trade secrets, breach of guaranty, and civil conspiracy.  
3 Dkt. 1.

4 On July 3, 2019, The Mold Pros filed a motion for a preliminary injunction. Dkt.  
5 17. On July 19, 2019, Core and MycoSolutions responded. Dkt. 31. On July 22, 2019,  
6 Treinen responded. Dkt. 28. On July 26, 2019, The Mold Pros replied. Dkt. 32.

7 On August 20, 2019, Treinen filed a motion for leave to file a supplemental  
8 declaration. Dkt. 33. The Mold Pros did not respond.

## 9 **II. FACTUAL BACKGROUND**

10 The majority of relevant facts are undisputed. In late 2016, Treinen and John  
11 Bohde (“Bohde”), an owner and vice-president of The Mold Pros, began discussing the  
12 prospect of Treinen opening a Mold Pros franchise. In early 2017, Treinen formed  
13 Visionary Approaches, Inc. d/b/a The Mold Pros of South Sound (“VAI”). On April 24,  
14 2017, VAI signed a franchise agreement with The Mold Pros. Treinen agreed to maintain  
15 the confidential information of The Mold Pros and to not compete with The Mold Pros  
16 for two years following termination of the agreement. On June 1, 2017, VAI opened for  
17 business.

18 Treinen hired Core as an employee of VAI with the intention that Core would  
19 manage the franchise. Early into the arrangement, Treinen determined that Core lacked  
20 sufficient experience to manage. Because Treinen did not elevate Core to the level of a  
21 manager, neither he nor The Mold Pros asked Core to sign the restrictive covenants in the  
22 franchising agreement.

1 In mid-July, Treinen experienced a major health issue. Due to this and other  
2 issues, Treinen sought to cancel the franchise agreement and close VAI. On October 31,  
3 2017, VAI and The Mold Pros entered a termination and release agreement.

4 Core subsequently started a mold remediation business called MycoSolutions.  
5 Treinen admits that he referred some people to MycoSolutions, but he did not receive any  
6 compensation for any referral and does not know whether those referrals even contacted  
7 Core or MycoSolutions.

8 On December 7, 2018, The Mold Pro contacted Treinen and Core regarding  
9 MycoSolutions. Treinen contends that he stopped any mold-advocacy work and will  
10 continue to do so until this dispute is resolved. Core contends that he stopped accepting  
11 new business on May 5, 2019 and closed the MycoSolutions business and website. Dkt.  
12 31. In his supplemental declaration, Treinen declares that Core has secured full-time  
13 employment with another company and has sent a voluntary dissolution notice to the  
14 Washington Secretary of State. Dkt. 33 at 4–12.

### 15 **III. DISCUSSION**

16 Regarding Treinen's motion for leave to supplement the record, the Court grants  
17 the unopposed motion and will consider Treinen's additional evidence.

18 Regarding The Mold Pros's motion, a party seeking a preliminary injunction must  
19 make a clear showing (1) of a likelihood of success on the merits, (2) of a likelihood of  
20 suffering irreparable harm in the absence of preliminary relief, (3) that the balance of  
21 hardship tips in her favor, and (4) that a temporary restraining order in is in the public  
22 interest. *Winter v. Natural Resources Defense Council, Inc.*, 555 U.S. 7, 20 (2008)

1 In this case, the Court will only address the likelihood of irreparable harm in the  
2 absence of preliminary relief. The parties dispute whether The Mold Pros's alleged  
3 future harm is speculative. Treinen declares that he has no interest in competing with  
4 The Mold Pros, disseminating The Mold Pros's confidential information, or even  
5 engaging in mold-related advocacy. Core declares that he has shut down MycoSolutions  
6 and evidence suggests that it has been dissolved. Although this is fairly compelling  
7 evidence that neither Treinen nor Core will engage in any activity that harms The Mold  
8 Pros's business or interests, The Mold Pros argues that Defendants will "resume their  
9 unlawful activities if the Court does not enjoin them from doing so." Dkt. 32 at 12. The  
10 Mold Pros fails to submit any evidence to support this argument. Therefore, the Court  
11 denies The Mold Pros's motion. If The Mold Pros discovers evidence that either Treinen  
12 or Core have misled the Court, then it may file another motion for preliminary relief.

#### 13 IV. ORDER

14 Therefore, it is hereby **ORDERED** that The Mold Pros's motion for preliminary  
15 injunction, Dkt. 17, is **DENIED** and Treinen's motion for leave to file supplemental  
16 declaration, Dkt. 33, is **GRANTED**.

17 Dated this 8th day of October, 2019.

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20 BENJAMIN H. SETTLE  
21 United States District Judge  
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